

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
MIDDLE DISTRICT OF ALABAMA, NORTHERN DIVISION

TOMIKA WALKER,)	
)	
Plaintiff,)	
)	
v.)	CIVIL ACTION NO.
)	2:19cv85-MHT
)	(WO)
TRANS UNION, LLC, a)	
Delaware limited liability)	
company, and ASHRO, INC.,)	
a Wisconsin corporation,)	
)	
Defendants.)	

JUDGMENT

Upon consideration of the joint stipulation of dismissal as to defendant Ashro, Inc. (doc. no. 16), which the court construes as a joint motion to dismiss pursuant to Federal Rule of Civil Procedure 41(a)(2),*

* The court construes the stipulation as a Rule 41(a)(2) motion for dismissal out of an abundance of caution because the court has doubts about whether the partial stipulation of dismissal is valid under Federal Rule of Civil Procedure 41(a)(1)(A)(ii). See *Perry v. Schumacher Grp. of Louisiana*, 891 F.3d 954, 958 (11th Cir. 2018) (finding stipulation of dismissal invalid because a stipulation of dismissal must dismiss entire action; "It is clear from the text that only an 'action' may be dismissed. There is no mention in the Rule of the option to stipulate dismissal of a portion

it is the ORDER, JUDGMENT, and DECREE of the court that the motion is granted, plaintiff's claims against defendant Ashro, Inc. are dismissed with prejudice, and said defendant is terminated as a party, with costs taxed as paid. All claims against the other defendant remain.

The clerk of the court is DIRECTED to enter this document on the civil docket as a final judgment pursuant to Rule 58 of the Federal Rules of Civil Procedure.

This case is not closed.

DONE, this the 20th day of March, 2019.

/s/ Myron H. Thompson
UNITED STATES DISTRICT JUDGE

of a plaintiff's lawsuit—e.g., a particular *claim*—while leaving a different part of the lawsuit pending before the trial court. . . . [A] joint stipulation of voluntary dismissal may be used to dismiss only an 'action' in its entirety.").